

# **REQUEST FOR QUOTATION FOR ELECTRONIC TOTAL STATION**

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- I. Program Title: Electronic Total Station
- II. Date Issued: January 17, 2001
- III. Date Due: February 1, 2001
- IV. Submittal Requirements: Submit Bids to

**City/County Purchasing**  
"K" Street Complex, Suite 200  
440 So. 8<sup>th</sup> Street, SW Wing  
Lincoln, NE 68508

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Up to the hour of 10:00 a.m. CST  
Thursday, February 1, 2001

# **INSTRUCTIONS TO BIDDERS**

## **LANCASTER COUNTY, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. INDEPENDENT PRICE DETERMINATION**

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other

bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

#### **5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

#### **6. ADDENDA**

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **7. DELIVERY**

- 7.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 7.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 7.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

## **8. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 8.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
  2. Bidder's maintenance policies and associated costs.
- 8.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **9. ACCEPTANCE OF MATERIAL**

- 9.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 9.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 9.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 9.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 9.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

## **10. BID EVALUATION AND AWARD**

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and

their extensions, the unit prices shall govern.

- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 10.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

## **11. INDEMNIFICATION**

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**BID ITEM:**

SOKKIA SET 2110 Electronic Total Station Stock # 6400-32 SET2110, complete with dual keypads, two BDC35 NiMH Batteries, CDC39 Charger, SC141 Carrying Case, WA1 Tribrach, CP7 Compass, tool kit, rain cover and operation manual.

No substitutions allowed, instrument to match existing equipment.

The equipment furnished shall be the latest improved model in current production as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

Bidders are requested to submit with their bid the latest printed literature and detailed specifications of the equipment offered.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

**TRADE-IN EQUIPMENT:**

LIETZ SET 3 Electronic Total Station s/n95883. Trade-in instrument is in good working order and is complete with 3 rebuilt batteries and carrying case.

**WARRANTY:**

All equipment shall be fully warranted for a minimum of 36 months after receipt. In case of equipment failures, other than those due to abuse, the vendor shall furnish a replacement instrument within 48 hours, at no cost to the County, to be used during the time of repairs. This condition will only be during the warranty period.

**TRAINING:**

All necessary training shall be provided for no less than two operators to fully understand and operate this equipment. Training shall be at the site of delivery and shall be up to eight hours in length. Training shall commence within seven days of the receipt of delivery and be performed by qualified personnel.

**DELIVERY:**

After the receipt of order, delivery of all equipment, and documentation as required, shall be within 30 days.

**PAYMENT:**

Payment will not be processed until delivery is made, training has been completed, and the user's test results are obtained and shown to provide accuracy requirements.

The Lancaster County Engineering Department reserves the right to reject any or all bids that do not meet or exceed the desired requirements, to purchase bid item #1 with or without trade-in instrument, or to waive any defects in any bid.

Any questions regarding this request for bids shall be made to:

Larry V. Worrell  
Lancaster County Surveyor  
444 Cherrycreek Rd Bldg. "C"  
Lincoln Ne 68528  
402-441-7681

PROPOSAL FOR  
LANCASTER COUNTY ENGINEERING DEPARTMENT  
LANCASTER COUNTY, NEBRASKA  
**ELECTRONIC TOTAL STATION**

To Lancaster County, Nebraska:

Pursuant to the invitation to bid and the *Instructions to Bidders*, the undersigned bidder herewith submits his proposal for furnishing the specified equipment on the schedules hereto included.

The undersigned proposes to furnish the equipment described in this proposal in accordance with the specifications and delivery schedule contained herein.

The following schedule and prices are to be used as my total bid for all equipment provided under this proposal:

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price/Unit</u>	<u>Item Price</u>
1.	SOKKIA SET 2110 Electronic Total Station as per specifications	1	Each	\$ _____	\$ _____
2.	Less LIETZ SET 3 Electronic Total Station ( trade-in )	1	Each	\$ _____	\$ _____

**TOTAL BID**     \$ \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Name of Supplier

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip